

Please type a plus sign (+) inside this box

Docket No.: ART.0105

Document No.: ART.008

PTO/SB/01 (8-96)

Modified

**DECLARATION FOR
UTILITY OR DESIGN
PATENT APPLICATION**

Declaration OR Declaration
Submitted Submitted
with Initial after Initial
Filing Filing

Docket No.:	ART.0105
First Named Inventor:	Ying Tang
Application No.:	
Filing Date:	
Group Art Unit	
Examiner Name:	

As a below named inventor, I hereby declare that:

My residence, post office address, and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Recycled Rubber Processing and Performance Enhancement

(Title of the Invention)

the specification of which

is attached hereto

OR

was filed on
(MM/DD/YYYY)

as United States Application Number or PCT International

Application Number:

and was amended on
(MM/DD/YYYY)
(if applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information, which is material to patentability as defined in Title Code 37 of Federal Regulations, §1.56.

I hereby claim foreign priority benefits under Title 35, United States Code §119(a)-(d) or §365(b) of any foreign application(s) for patent or inventor's certificate, or §365 (a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Yes	-	No
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional foreign application numbers are listed on a supplemental priority sheet attached hereto:

I hereby claim the benefit under Title 35, United States Code §119(e) of any United States provisional application(s) listed below.

Application Number (s)	Filing Date (MM/DD/YYYY)	<input type="checkbox"/> Additional provisional application numbers are listed on a supplemental priority sheet attached hereto.
60/238,407	10/06/2000	<input type="checkbox"/> Additional provisional application numbers are listed on a supplemental priority sheet attached hereto.

DECLARATION

I hereby claim the benefit under Title 35, United States Code §120 of any United States application(s), or §365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code §112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of the Federal Regulations §1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application Number	PCT Parent Number	Parent Filing Date (MM/DD/YYYY)	Parent Patent Number (if applicable)

Additional U.S. or PCT international application numbers are listed on a supplemental priority sheet attached hereto.

As a named inventor, I hereby appoint the following registered practitioner(s) to prosecute this application and to transact all business in the Patent and trademark Office connected therewith:

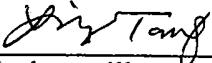
Name	Registration Number	Name	Registration Number
Jeffrey C. Maynard	46,208		

Additional registered practitioner(s) named on a supplemental sheet attached hereto.

Direct all correspondence to:

Name	Draughon Professional Association				
Address	1 Independent Drive				
Address	Suite 2000				
City	Jacksonville	State	Florida	Zip	32202
Country	USA	Telephone	(904) 358-3777	Fax	(904) 353-6927

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Name of Sole or First Inventor:					<input type="checkbox"/> A petition has been filed for this unsigned inventor		
Given Name	Ying	Middle Initial		Family Name	Tang	Suffix e.g. Jr.	
Inventor's Signature						Date	10/3/01
Residence: City	Jacksonville	State	FL	Country	USA	Citizenship	USA
Post Office Address	8558 Lori Ann Court						
Post Office Address							
City	Jacksonville	State	FL	Zip	32220	Country	USA
<input type="checkbox"/> Additional inventors are being named on supplemental sheet(s) attached hereto.							



UNITED STATES
PATENT AND
TRADEMARK OFFICE

DECEMBER 20, 2001

PTAS

DRAUGHON PROFESSIONAL ASSOCIATION
C/O JEFFREY C. MAYNARD
ONE INDEPENDENT DRIVE
SUITE 2000
JACKSONVILLE, FLORIDA 32202

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov



101878042A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
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AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER
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INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
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CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,
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RECORDATION DATE: 10/03/2001

REEL/FRAME: 012249/0186
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
TANG, YING

DOC DATE: 10/03/2001

ASSIGNEE:
AMERICAN RUBBER TECHNOLOGIES, INC.
302 NORTH LANE AVENUE
JACKSONVILLE, FLORIDA 32254

SERIAL NUMBER: 09970177
PATENT NUMBER:

FILING DATE: 10/03/2001
ISSUE DATE:

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

10-18-2001

101878042
RECORDATION FORM COVER SHEET
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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Assignment Security Agreement
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 Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name (line 1) Ying Tang

10 3 2001

Name (line 2)

Second Party

Name (line 1) 09/976177

Execution Date
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) American Rubber Technologies, Inc.

If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Name (line 2)

Address (line 1) 302 North Lane Avenue

Address (line 2)

Address (line 3) Jacksonville

City

Florida

State/Country

32254

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

10/05/2001 HLE333 00000059 09970177

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1050 U.S. PRO
1099 9911
10/03/01

10/03/01

Correspondent Name and Address

Area Code and Telephone Number **904-358-3777**

Name **Draughon Professional Association c/o Jeffrey C. Maynard**

Address (line 1) **One Independent Drive**

Address (line 2) **Suite 2000**

Address (line 3) **Jacksonville, Florida 32202**

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

2

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month **10** Day **03** Year **2001**

Patent Cooperation Treaty (PCT)

Enter PCT application number

PCT PCT PCT

only if a U.S. Application Number PCT PCT PCT
has not been assigned.

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **40.00**

Method of Payment:

Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jeffrey C. Maynard

Name of Person Signing


Signature

10/3/01

Date

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date by and between Ying Tang, an individual residing at 8558 Lori Ann Court, Jacksonville, Florida 32220 ("Assignor"), and American Rubber Technologies, Inc. ("Assignee"), a corporation with offices located at 302 North Lane Avenue, Jacksonville, Florida 32254.

WITNESSETH:

WHEREAS, Assignor has invented certain new and useful processes, machines, articles of manufacture, compositions of matter, and/or improvements thereof ("Invention") disclosed in an application for United States Letters Patent entitled *Recycled Rubber Processing and Performance Enhancement* ("Application");

WHEREAS, Assignee desires to acquire all rights, title and interests in and to the Invention and the Application;

WHEREAS, Assignor desires to convey to Assignee all rights, title and interests in and to the Invention and the Application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignee and Assignor hereby agree as follows:

TERMS AND CONDITIONS:

Section 1 – Recitals: The above identification of parties and recitals is true and correct.

Section 2 – Assignment: Assignor hereby conveys, assigns and transfers to Assignee all rights, title and interests in and to the Invention, the Application, all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters Patent which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including, without limitation, related rights such as utility-model registrations and inventor's certificates) heretofore or hereafter filed for the Invention in any foreign countries, including the right to apply for patents in any foreign countries in Assignee's name, and all patents (including all extensions, renewals and

reissues thereof) granted for the Invention in any foreign countries.

Section 3 – Issuance: Assignor hereby authorizes and requests the United States Commissioner of Patents to issue all United States Letters Patent on the Application and/or respecting the Invention to Assignee, as the assignee of all rights, title and interests in and to the Application and the Invention. Assignor hereby authorizes and requests that any officials of foreign countries whose duty it is to issue patents, to issue all patents respecting the Invention to American Rubber Technologies, Inc., as the assignee of all rights, title and interests in and to the same.

Section 4 – Warranty of Title: Assignor represents and warrants that Assignor has full right to convey the rights, title and interests herein assigned, that Assignor has not and will not execute any agreement in conflict herewith, and that the rights, title and interests assigned herein are not encumbered by any grant, license or right heretofore given.

Section 5 – No Contest: Assignor shall not contest or aid in contesting the validity or ownership of the copyrights, trademarks, trade secrets and patents (including, without limitation, any and all patents which issue on the Application and/or respecting the Invention) of Assignee.

Section 6 – Cooperation: Assignor shall promptly provide all assistance, cooperation, and information reasonably necessary for Assignee to prepare, complete, prosecute, maintain, preserve, enforce and/or defend the Application and/or any patent respecting the Invention without further consideration. Such assistance and cooperation shall include, without limitation, making all rightful oaths regarding the Invention or Application and executing and delivering any written instruments respecting the Invention or Application, including but not limited to affidavits and powers of attorney.

Section 7 – Confidentiality: Assignor shall preserve the secrecy of the Application, the contents therein, and the Invention, unless and until the United States Commissioner of Patents and Trademarks issues United States Letters Patent on the Application and/or respecting the Invention.

Section 8 – Governing Law: This Agreement shall be governed by the laws of the State of Florida and venue shall be Duval County, Florida.

Section 9 – Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules (excluding Expedited Procedures) of the American Arbitration Association in the city of Jacksonville, Florida. Judgment upon the award rendered by the Arbitrators may be entered in any Court having jurisdiction thereof, unless a subsequent request for reconsideration has been filed by Assignee under this Section 9. Three qualified arbitrators shall be appointed in accordance with the Commercial Arbitration rules (excluding Expedited Procedures) of the American Arbitration Association and this Agreement. Such qualified arbitrators shall be members of the Bar of any State in the United States and shall have at least five years of experience in patent law matters. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure. A stenographer shall be present at the arbitration proceedings and the stenographic record shall be the official record of the proceeding. The arbitration award shall be in writing and shall include findings of fact and conclusions of law. Assignee shall have the right to appeal any decision by the arbitrators by filing a request for reconsideration of any arbitration decision with the American Arbitration Association within ninety days of receiving such decision. Upon receiving such request for reconsideration, the American Arbitration Association shall reconsider the matter de novo using a different panel of three appellate arbitrators and the forgoing procedures. Such panel of appellate arbitrators shall be selected using the same procedures as used to select the original panel of arbitrators. Each party shall pay an equal share of the fees and expenses of the arbitrators and administrative fees and expenses of arbitration.

Section 10 – Litigation Expenses: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation and arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

Section 11 – Effective Date: The term “Effective Date” shall mean the date Assignee signs this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

Assignor: Ying Tang

Ying Tang

Signature

419-35-3638

Social Security No.

10/3/01

Date

Before me personally appeared Assignor, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement, and acknowledged that he/she executed the same.

J. Cullif 10-3-01

Notary Public



Assignee: American Bonded Notary Public Underwriters, Inc.

J. Cullif Signature

A. Thomas III Print Name

A. Thomas Title

10/3/01

Date

Before me personally appeared the individual signing on behalf of Assignee, known to me or proved to me on the basis of satisfactory evidence to be the person who represents the Assignee subscribed to in this Agreement, and acknowledged that he/she executed the same.

J. Cullif 10-3-01

Notary Public

